



April 14, 2017

REQUEST FOR PROPOSALS (RFP) No. 17-052CA

SECTION I

INVITATION

The City of Corona Department of Water and Power (CITY) invites proposals from qualified CONSULTANTS for **Construction Management and Inspection Services for the Resin Treatment of Nitrate Sources Wells 32 & 33 Equipping Project**.

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

Tentative RFP Schedule (Subject to change at CITY's discretion)

Issue RFP	April 14, 2017
Advertise in Sentinel Weekly News.....	April 14, 2017
Written Questions from CONSULTANTS Due.....	5:00 p.m., May 2, 2017
Responses from CITY Due	May 4, 2017
Proposals Due (Date & Time)	2:00 p.m., May 11, 2017
Proposal Evaluation Completed.....	May 18, 2017
CONSULTANT Selection.....	May 22, 2017
Contract Negotiations Completed	May 23, 2017
Council Approval	June 21, 2017
CONSULTANT Notice to Proceed	June 26, 2017

Table of Contents

Section I.....	Invitation, Tentative Schedule, Table of Contents
Section II	RFP Instructions
Section III.....	Evaluation Criteria
Section IV.....	Scope of Work
Section V.....	Proposal Content and Forms
Section VI.....	Price Form
Section VII.....	Form of Agreement

SECTION II.

RFP INSTRUCTIONS

A. EXAMINATION OF PROPOSAL DOCUMENTS

1. By submitting a proposal, CONSULTANTS represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the CITY's objectives.
2. The CITY reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any CONSULTANT for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

B. ADDENDA

Substantive CITY changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The CITY shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

C. CLARIFICATIONS

1. Examination of Documents

Should a CONSULTANT require clarifications to this RFP, the CONSULTANT shall notify the CITY in writing in accordance with Section C.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the CITY may issue a written addendum clarifying the matter.

2. Submitting Requests

All CONSULTANT questions, clarifications or comments shall be submitted in writing via email to carolyna@ci.corona.ca.us and must be received by the CITY no later than **5:00 p.m., May 2, 2017**. Inquiries received after this date and time will not be accepted. It is the sole responsibility of the CONSULTANT to call 951-279-3620 or email carolyna@ci.corona.ca.us to ensure that all written questions, clarifications or comments were received by the CITY.

3. CITY Responses

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of Addendum via e-mail and posted on the City's Bid Opportunities webpage on the City of Corona website at

<http://www.ci.corona.ca.us/City-Departments/Finance/Current-Bid-Opportunities.aspx>

no later than 72 hours prior to Request for Proposal Due Date and Time. It is the responsibility of CONSULTANT to make sure they have received all addenda prior to submitting their proposal.

- b. The Tentative Schedule may change at any time. Any and all Changes to the Tentative Schedule will be made by way of Addendum. If an Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

D. SUBMISSION OF PROPOSALS

1. Date and Time

All proposals are to be submitted no later than **2:00 p.m., May 11, 2017**. Proposals received after that date and time will be rejected by the CITY as non-responsive and returned unopened.

2. Address

Proposals shall be addressed as follows:

**City of Corona
Administrative Services Department – Purchasing Division
Attn: Carol Appelt
400 South Vicentia Ave., Suite 320
Corona, CA 92882.**

Proposals may be delivered in person to the City of Corona Administrative Services Department – Purchasing Division on the third floor at the above address.

Proposals shall not be sent via e-mail or fax.

3. Identification of Proposals

CONSULTANT shall submit a proposal package consisting of:

One (1) signed original, three (3) hard copies and one (1) computer disc (CD/DVD) with digital files saved as portable document format (pdf) files.

The proposal package shall be addressed as shown above, bearing the CONSULTANT's name and address and clearly marked as follows:

**“RFP No. 17-052CA:
Construction Management and Inspection Services for the
Resin Treatment of Nitrate Sources Wells 32 & 33 Equipping Project**

4. Acceptance of Proposals

- a. The CITY reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

- b. The CITY reserves the right to withdraw this RFP at any time without prior notice and the CITY makes no representations that any Contract will be awarded to any CONSULTANT responding to this RFP.
- c. The CITY reserves the right to postpone the proposal opening for its own convenience.

E. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

- preparing its proposal in response to this RFP;
- submitting the proposal to CITY;
- negotiating with CITY any matter related to the proposal; or
- any other expenses incurred by the CONSULTANT prior to date of award, if any, of the Contract.

The CITY shall not, in any event, be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of its proposal. CONSULTANT shall not include any such expenses as part of its proposal.

F. CONTRACT AWARD

Issuance of this RFP and receipt of proposals does not commit the CITY to award a Contract. The CITY reserves the right to postpone the proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected CONSULTANT(S) should negotiations with the selected CONSULTANT(S) be terminated, to negotiate with more than one CONSULTANT simultaneously, or to cancel all or part of this RFP. The award of this contract is subject to receipt of state and/or local funds sufficient to carry out the work identified in this RFP. Refer to the Special Conditions section within this RFP document.

G. ACCEPTANCE OF ORDER

The successful CONSULTANT(S) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Professional Services Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions, and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

H. CITY OF CORONA BUSINESS LICENSE

The successful CONSULTANT(S) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. Inquiries regarding the City Business License may be answered by calling 951-736-2275. The Business License is not a prerequisite for submission of a proposal.

I. PREVAILING WAGE

Refer to Section VII, Professional Services Agreement, Section 3.3.5 for Prevailing Wage requirements.

J. PUBLIC RECORDS

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the CITY and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The CITY's use and disclosure of its records are governed by this Act.

Those elements in each proposal which CONSULTANT considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by CONSULTANT. The CITY will use its best efforts to inform CONSULTANT of any request for disclosure of any such document. The CITY, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the CONSULTANT considers exempt from disclosure, the CITY will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the CITY is required to defend an action arising out of a Public Records Act request for any of the contents of a CONSULTANT's proposal marked "Confidential", "Proprietary", or "Trade Secret", CONSULTANT shall defend and indemnify the CITY from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, CONSULTANTS are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the CITY shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

SECTION III.

EVALUATION AND AWARD

The CITY is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested to assist the CITY by providing staff assistance and technical expertise to provide construction management and quality assurance inspections during the construction phase of the Resin Treatment of Nitrate Sources Ion Exchange Treatment Plant Wells 32 & 33 Equipping Project. The CONSULTANT services shall generally include, but are not limited to performing construction management and quality assurance inspections to ensure the work conforms to the Plans and Specifications; monitoring construction progress; attending meetings with the City and the Contractor regarding project schedules, and interpreting the contract documents, and resolving construction changes and irregularities; managing independent quality assurance testing; and preparing daily construction activity reports and all other construction phase documentation.

It is expected the CONSULTANT will assign a full-time Resident Engineer and/or Field Inspector, or a combination thereof, to perform all construction management and inspection activities for the PROJECT. Other construction management/inspection personnel may be assigned to direct and coordinate project specific field activities and responsibilities as needed for satisfactory performance on the PROJECT. The CONSULTANT'S approach described in the Proposal, the scope of responsibility, and the total number of the personnel assigned to the project is left to the discretion of the CONSULTANT and will be evaluated on the efficiency and comprehensiveness of the Proposal. Construction management and inspection duties may overlap among members of the CONSULTANT's proposed team depending on their knowledge, skills, and abilities. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establishes the firm's ability to adequately and appropriately staff and support the PROJECT.

The preferred minimum qualifications for the position of Resident Engineer are as follows:

- a) Ten years construction experience on similar projects or other relevant experience.
- b) Knowledge of construction management practices and techniques; scheduling; change order analysis and negotiation techniques; shop drawing and materials submittal and review process; RFI submittal process; preparing, reviewing and approving progress payments; preparing construction progress reports; and construction completion and project testing and startup procedures.
- c) Knowledge of construction practices, physical characteristics and properties of reinforced concrete, reinforced concrete masonry unit structures; asphalt concrete, and Portland cement concrete paving; anchorages; wood framing; roofing; general site improvements; mechanical equipment at water well facilities; electrical equipment at water well facilities; electrical generator and fuel tank installation; excavation, backfill, and compaction; drainage; underground utility systems construction; construction materials; and the approved methods and equipment used in making physical tests of construction materials.
- d) Knowledge of electrical, instrumentation and control construction management including startup plans and procedures, loop testing, meager testing, arc-flash hazard analysis, equipment and facility starting testing and commissioning, and SCADA testing and system integration.
- e) Ability to work independently, enforce the Contract, document construction progress, and perform duties in the field.

- f) Knowledge of OSHA and workplace safety requirements.
- g) Knowledge of methods to implement and maintain stormwater pollution prevention best management practices.
- h) Ability to effectively make decisions concerning work in progress and solving field and office problems.
- i) Proficient in the use of computer application programs Word and Excel.

The preferred minimum qualifications for the position of Field Inspector are as follows:

- a) Five years construction experience on similar projects or other relevant experience.
- b) Knowledge of construction practices, physical characteristics and properties of reinforced concrete, reinforced concrete masonry unit structures; asphalt concrete, and Portland cement concrete paving; anchorages; wood framing; roofing; general site improvements; mechanical equipment at water well facilities; electrical equipment at water well facilities; electrical generator and fuel tank installation; excavation, backfill, and compaction; drainage; underground utility systems construction; construction materials; and the approved methods and equipment used in making physical tests of construction materials.
- c) Ability to work independently, enforce the Contract, document construction progress, and perform duties in the field.
- d) Knowledge of OSHA and workplace safety requirements.
- e) Knowledge of methods to implement and maintain stormwater pollution prevention best management practices.
- f) Ability to effectively make decisions concerning work in progress and solving field and office problems.
- g) Proficient in the use of computer application programs Word and Excel.

The work required to perform Electrical, Instrumentation, and Controls inspection may be performed by any combination of Construction Manager, Field Inspector(s), or Electrical Inspector(s) demonstrating the following minimum qualifications:

- a) Five years construction experience on similar projects or other relevant experience.
- b) Knowledge of municipal utility construction inspection practices and techniques as related to electrical, instrumentation and controls work; change order analysis and negotiation techniques; shop drawing and materials submittal and review process; RFI submittal process preparing, preparing daily construction reports; and construction completion and project startup procedures.
- c) Knowledge of municipal utility construction practices; physical characteristics and properties of electrical and controls, conduits, and wiring; motor control centers; SCADA panels and equipment; construction materials; and the approved methods and equipment used in making physical tests of electrical and control systems.
- d) Knowledge of electrical, instrumentation and controls startup plans and procedures, loop testing, meager testing, arc-flash hazard analysis, equipment and facility starting testing and commissioning, and SCADA testing and integration.
- e) Ability to work independently, enforce the Contract, document construction progress, and perform duties in the field.

- f) Knowledge of OSHA and workplace safety requirements.
- g) Knowledge of the Construction Specifications Institute (CSI) specifications
- h) The ability to read, interpret, and enforce Plans and Specifications.
- i) Ability to effectively make decisions concerning work in progress and solving field and office problems.
- j) Proficient in the use of computer application programs Word and Excel.

A. EVALUATION CRITERIA

1. Qualifications of Firm - 30%

Category is rated based on the submitter's ability to clearly identify:

- strength and stability of the firm and sub-Consultants;
- qualifications, education, technical competence, licensing, and related experience of firm's staff and sub-Consultants assigned to the Project; and
- key personnel's level of involvement in performing related work, logic of project organization, and adequacy of labor commitment.

2. Work Plan/PROJECT Understanding and Approach - 60%

Category is rated based on the submitter's ability to provide:

- explanation of the Project, identification of key requirements and constraints to consider and address;
- innovative approaches and ideas, specific methods and techniques to be employed by Consultant;
- logical course(s) of action to meet goal(s);
- demonstrated knowledge of the scope of work required;
- responsiveness to RFP and exceptions to or deviations from the RFP requirements; and
- methods of documenting Contractor's performance, provide example of typical daily construction report.

3. Value - 10%

Category is rated based on an assessment of:

- Value provided and reasonableness of the Consultant's hourly rates, labor hours, and fee required to perform the work in relation to the scope of work and other proposals received.
- The total fee for non-optional and optional tasks will be judged for value and used as the basis of comparison between the proposals submitted.

B. EVALUATION PROCEDURE

An Evaluation Committee comprised of CITY staff will be appointed to review all Proposals received. All proposals received as specified will be evaluated by the Evaluation Committee in accordance with the above criteria.

C. AWARD

CONSULTANTS shall provide cost proposal(s) as described in Section V(A)(9). Negotiations may or may not be conducted with CONSULTANTS; therefore, the proposal and cost proposal

submitted should contain CONSULTANT's most favorable terms and conditions, since the selection and award may be made without discussion with any CONSULTANT. If deemed necessary, negotiations will be initiated with the highest ranked CONSULTANT. Should the CITY be unable to negotiate a satisfactory contract with the highest ranked CONSULTANT, the CITY retains the right to terminate negotiations with the highest ranked CONSULTANT and open negotiations with the next highest ranked CONSULTANT.

CITY staff will submit a recommendation to City Council for consideration and approval of a proposed final contract. The CITY anticipates making final selection and award on or about June 21, 2017.

SECTION IV.

SCOPE OF WORK

Background and Project Description

The City of Corona, Department of Water and Power (CITY) desires to develop 3,600 acre-ft/year of local groundwater supplies to replace water currently imported from the Colorado River. The effort to develop local groundwater supplies includes a variety of pumping, conveyance, and treatment facilities to enable the City to blend treated and untreated groundwater to achieve desired water quality targets. Local groundwater contains elevated levels of nitrates and is expected to also contain perchlorates. The proposed project will develop and equip a recently constructed groundwater well at 3822 Grant Street, Corona, at the Home Gardens County Water District property in unincorporated Home Gardens. Two wells were recently drilled at the site. Well 32 targeted a deep aquifer and pump testing indicates a maximum sustainable flow of 150-200 gpm with high levels of arsenic. The City plans to construct the infrastructure necessary for future equipping of this well, but will defer equipping, and possibly on-site arsenic treatment, to a later project. Well 33 was screened to intercept a shallower aquifer with a potential estimated sustainable yield of up to 1,500 gpm and moderate levels of nitrates and perchlorates which will be treated at the Ion Exchange Treatment Plant. The City will place Well 33 into service by equipping it with a 1,500 gpm vertical turbine pump and variable frequency drive.

The proposed project will include construction of:

- Reinforced concrete masonry unit wellhouse
- Wellheads for two wells
- 200-hp deep well vertical turbine pump at Well 33
- Piping, valves, fittings, flow meter, and associated mechanical equipment and improvements
- Miscellaneous yard piping
- Sewer service connection
- Piping connections to water supply transmission main
- Electrical generator and walk-in enclosure
- Diesel fuel tank for electrical generator
- Electrical, lighting, and instrumentation system including installation of City-furnished motor control center, switchgear, radio, and SCADA equipment
- New 400-amp electrical service from SCE
- SCADA programming and system integration
- Site improvements to include grading, drainage, asphalt concrete pavement, concrete flatwork, chain link fence and gate

Final design plans are being completed by AKM Consulting Engineers. Project specifications are being developed by the City and AKM. Copies of draft PROJECT Plans are available for download from the City's Bid Opportunities webpage at <http://www.ci.corona.ca.us/City-Departments/Finance/Current-Bid-Opportunities.aspx>. The bid opening for the construction contract is scheduled for July 12, 2017.

Notice to Proceed is anticipated to be presented to the construction Contractor in September 2017 with project completion scheduled for June 2018. It is expected construction administration and inspection

services will be required beginning immediately upon award of the construction management contract and extending thru July 2018. A project schedule is provided as Exhibit A to this Scope of Work.

The CONSULTANT, acting as an agent of CITY, shall provide construction management, inspection, administrative, and related services as required to manage the construction contract, and monitor and coordinate activities of the Contractor to complete the PROJECT in accordance with CITY's objectives for cost, time, and quality. The CONSULTANT shall provide sufficient organization, personnel, and management to carry out the requirements of the CITY. CONSULTANT shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely. In addition to the requirements specified elsewhere in this contract, the following also shall apply:

- a) CONSULTANT shall conform to the safety provisions of OSHA's Construction and Safety Manuals.
- b) CONSULTANT's personnel shall wear safety hard hats, safety vests, safety glasses, steel-toed shoes, or other approved attire at all times while working in the field.
- c) CONSULTANT shall provide appropriate safety training for all CONSULTANT's personnel required to work on and near the PROJECT site.
- d) All safety equipment and personnel protective devices and gear shall be provided by the CONSULTANT.

A. SCHEDULE OF PERFORMANCE

In order to successfully complete construction projects on time, within budget, and in conformance with the contract documents and best management practices, the CITY seeks to retain a qualified construction management, construction inspection, and support team. CONSULTANT shall provide a combination of Construction Manager, Resident Engineer, Field Inspector, and Administrative Aide with significant experience in administering construction contracts, maintaining records, tracking schedules, and inspecting projects similar in magnitude and scope.

It is anticipated the Construction Manager and administrative support will be required after the Contractor is given the Notice to Proceed. It is anticipated the Field Inspector will be required after the contractor mobilizes for construction. Other personnel will be added when their services are required and as indicated by the CONSULTANT's accepted current staffing plan. Personnel assigned to the contract on a full-time basis shall remain assigned to the contract for the duration of the contract.

B. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR INSPECTION SERVICES.

Under the direction of the CITY Project Manager, the CONSULTANT shall perform construction management and inspection services, as well as office engineering and field calculations to support the construction of the PROJECT.

1. Construction Management

A Construction Manager will be required to supervise the activities of the construction management team, monitor the Contractor's progress, and report to the CITY Project Manager.

In general, the Construction Manager shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project. Construction Manager shall be able to understand and interpret Plans and Specifications and shall be familiar with the Construction Specifications Institute (CSI) specifications system, Greenbook (Standard Specifications for Public Works Construction), City Standards, and OSHA Construction Safety Orders. Construction Manager shall be able to interact professionally with City personnel, contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. Construction Manager shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the City Project Manager, Construction Manager will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Provide continuous construction management of the Work of the Contractor at the site when being performed. Monitor the work of the Contractor for compliance with the Contract Documents and review testing and inspection reports.
- b. Assist the Field Inspector(s) in performance of inspection tasks, as necessary, to ensure all work is in compliance with project plans and specifications and per federal, state and local requirements.
- c. Prepare monthly progress reports.
- d. Schedule and attend construction progress meetings. Prepare agendas and meeting minutes for construction progress meetings.
- e. Identify actual and potential problems associated with the PROJECT and recommend sound engineering solutions to the CITY.
- f. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- g. Prepare calculations, records, reports, and correspondence related to project activities and progress pay estimates.
- h. Verify the Contractor maintains the as-built drawings up-to-date during construction.
- i. Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the City Project Manager.
- j. Schedule, track, and document a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The CITY will employ and pay for the services of independent third-party testing laboratories and inspectors certified and accredited to perform all contractually-required testing and special inspections.
- k. Prepare monthly progress pay estimates including quantity measurements and calculations, document Contractor work performance and project events, keep records

of extra work performance, implement minor changes in the work, implement revisions to the plans and specifications, and estimates for contract change orders. Review extra work invoices.

- l. Prepare Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
- m. Review Contractor's schedule update data and status reports.
- n. Report promptly to the City Project Manager and notify the Contractor of safety violations observed during the inspection of Work.
- o. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- p. Prepare weekly statement of working days and deliver to Contractor on a weekly basis.
- q. Fill out incident (accident) reports.
- r. Take and promptly store photographs of the PROJECT on daily basis.
- s. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
- t. Assist in the preparation of "As-Built" plans and other record documents.
- u. Prepare a punch list of incomplete or unsatisfactory items for the CONTRACTOR to complete and participate in final inspections.
- v. Normal working hours are between 7:00 a.m. and 5:00 p.m. with a lunch break, subject to minor adjustments based on contractor's schedule.
- w. Perform other related duties as required.
- x. Maintain continuous communication with the City Project Manager and other field personnel and staff.

2. Field Inspection

The number of CONSULTANT inspection personnel required for the PROJECT is expected to vary based on the needs of the Project. One or more Field Inspectors may be required depending on their knowledge, skills, abilities, experience, and certifications. In general, each Field Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project in their area of expertise. Field Inspector(s) shall be able to understand and interpret Plans and Specifications and shall be familiar with the Construction Specifications Institute (CSI) specifications system, Greenbook (Standard Specifications for Public Works Construction), City Standards, and OSHA Construction Safety Orders. Field Inspector(s) shall be certified in cases where special inspection is required and not otherwise provided by the CITY through third-party testing. Field Inspector(s) shall be able to interact professionally with City personnel, contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. Field Inspector(s) shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the Construction Manager, Field Inspector(s) will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Provide continuous inspection of the Work of the Contractor at the site when being performed. Provide inspection of Work at off-site locations when required to ensure compliance with Construction Contract requirements. Observe the work of the Contractor for compliance with the Contract Documents and review testing and inspection reports.
- b. Perform and assist in performing the daily duties of construction quality assurance inspection and engineering including: excavation, compaction, subgrade inspection, backfill, base, paving, structures inspection, electrical inspection, welding inspection, drainage system inspection, underground utility construction inspection, quantity calculations, checking grade and alignment, monitoring construction site cleanliness, observing materials sampling and testing, and ensuring that all work is in compliance with project plans and specifications and per federal, state and local requirements.
- c. Prepare daily activities reports.
- d. Attend construction progress meetings as required.
- e. Identify actual and potential problems associated with the PROJECT and recommend solutions to the City.
- f. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- g. Prepare calculations, records, reports, and correspondence related to project activities and progress pay estimates.
- h. Review the Contractor's as-built drawings on a weekly basis to verify they are being updated as construction progresses.
- i. Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the Construction Manager.
- j. Observe the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The CITY will employ and pay for the services of independent third-party testing laboratories and inspectors certified and accredited to perform all contractually-required testing and special inspections. CONSULTANT's inspectors shall observe and report on the performance of all tests and special inspections performed by the Contractor's independent third-party testing laboratories and inspectors to ensure compliance with the Construction Contract requirements (federal, state and local) requirements.
- k. Observe installation and testing of electrical, instrumentation, and control systems.
- l. Assist the Construction Manager with preparing monthly progress pay estimates including quantity measurement and calculations, documenting Contractor work performance and project events, keeping records of extra work performance, implementing minor changes in the work, implementing revisions to the plans and specifications, and developing estimates for contract change orders. Review extra work invoices.
- m. Assist in preparing Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
- n. Assist in review of Contractor's schedule update data and status reports.

- o. Report promptly to the Construction Manager and notify the Contractor of safety violations observed during the inspection of Work.
- p. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- q. Fill out incident (accident) reports.
- r. Take and promptly store photographs of the PROJECT on daily basis.
- s. Prepare checklists and schedule of critical startup and commissioning items.
- t. Coordinate instrumentation and control system integration and startup with the City, the City's system integrator, Contractor, electrical sub-contractor, and design engineer to facilitate a successful startup and commissioning effort.
- u. Assist in the preparation of "As-Built" plans and other record documents.
- v. Assist in the preparation of a punch list of incomplete or unsatisfactory items for the CONTRACTOR to complete and participate in final inspections.
- w. Normal working hours are between 7:00 a.m. and 5:00 p.m. with a lunch break, subject to minor adjustments based on contractor's schedule.
- x. Perform other related duties as required.
- y. Maintain continuous communication with the Construction Manager and other field personnel and staff.

C. DELIVERABLES

1. Construction Management

CONSULTANT shall create, maintain and deliver to the City the following construction management documentation and deliverables:

- a. Monthly progress reports, weekly Statement of Working Days, and extra-work performance reports.
- b. Force account extra work reports and potential claim reports.
- c. Monthly CONSULTANT progress reports prepared by the CONSULTANT's Project Manager and submitted with invoices for professional services.
- d. Contractors schedule updates and status reports.
- e. Construction meeting agendas and minutes.
- f. Field measurement reports, notes, and observations, and all reports, calculations and other applicable documents prepared for the project as required by CITY procedures.
- g. Shop drawings, equipment submittals, and materials submittals reviewed by the City and the CONSULTANT.
- h. Requests for Information (RFI's) and responses to RFI's.
- i. Implementation records of minor revisions to plans and specifications.
- j. Quality control tests and third-party inspection reports and findings.
- k. Contractor's progress payment requests.

- l. Contract change order estimates.
- m. Project correspondence including, but not limited to, letters, memorandums, e-mails, and phone conversation records.
- n. Safety reports and violations.
- o. Photographs.
- p. Punch list of items necessary for completion as part of final inspection.
- q. Contractor's as-built drawings and field sketches

2. Inspection

CONSULTANT shall create, maintain and deliver to the City the following inspection documentation and deliverables:

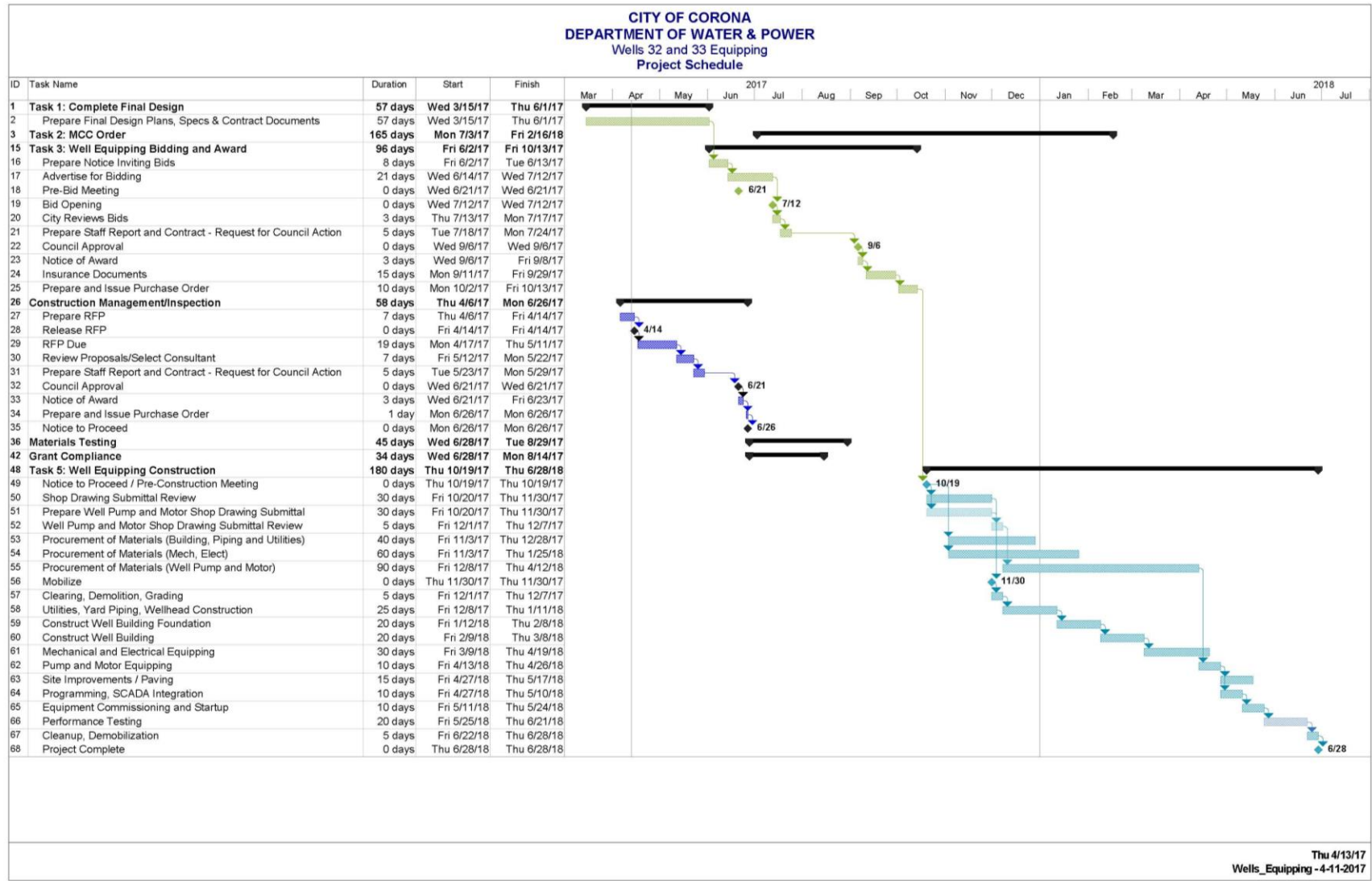
- a. Daily inspection reports and extra-work diaries.
- b. Field measurement reports, notes, and observations, and all reports, calculations and other applicable documents prepared for the project as required by CITY procedures.
- c. Photographs.
- d. Material load tickets.

D. SPECIAL CONDITIONS:

1. The City will contract with a third party labor consultant to monitor and enforce the applicable provisions of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), including but not limited to the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payroll records and hiring of apprentices, and compliance monitoring and enforcement by the DIR pursuant to SB 854. Consultant shall work with City staff and consultants to ensure the full compliance with applicable Prevailing Wage Laws.
2. The Work is to be funded with monies obtained by the City pursuant to Proposition 50 Public Agency Grant Funding Agreement No. 50144B02, entered into between the City and the California State Water Resources Control Board on or about November 18, 2014 and amended as of March 9, 2015 ("Grant Agreement"). Consultant and all subconsultants shall comply with all applicable federal and state laws, rules, regulations and permits, including but not limited to the requirements of the Grant Agreement and Amendment A-1, attached hereto as Appendix "A" in these RFP Documents and incorporated herein by reference. Consultant's proposal amount shall include all costs associated with compliance with the Grant Agreement requirements. While it shall be Consultant's sole responsibility to research and ensure compliance with all requirements of the Grant Agreement, for reference purposes only, such requirements include, but are not limited to:
 - a. Audit requirements set forth in Article A-10 of the Grant Agreement Standard Conditions.

- b. Accounting requirements set forth in Article A-12 of the Grant Agreement Standard Conditions.
- c. Non-discrimination requirements set forth in Article A-15 of the Grant Agreement Standard Conditions.
- d. Drug free workplace certification requirements set forth in Article A-25 of the Grant Agreement Standard Conditions.
- e. Conflict of interest provisions set forth in Article A-26 of the Grant Agreement Standard Conditions.
- f. Additional insured requirement pursuant to Article A-27 of the Grant Agreement Standard Conditions. Consultant shall add the State, its officers, agents, employees, and servants as additional insureds to its general liability insurance policies under the Contract Documents and shall provide the City with a copy of all insurance certificates documenting such coverage.
- g. Labor Compliance Monitoring requirement pursuant to Article A-29 of the Grant Agreement Standard Conditions. Consultant shall comply with all applicable provisions of Labor Code, Division 2, Part 7, Chapter 1, Article 2, commencing with Section 1770. Such requirements shall include, but are not limited to, submission of certified payroll records and any other wage and hour documentation requested.

Exhibit A
Resin Treatment of Nitrate Sources Ion Exchange Wells 32 & 33 Well Equipping
Project Schedule



SECTION V.

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed and submitted on 8-1/2" x 11" size paper and bound with one staple. Any other means of binding is highly discouraged. Exhibits may be produced on 11" x 17", but should also be bound in the submittal document. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise.

2. Letter of Transmittal

A Letter of Transmittal shall be included with the proposal, addressed to Carol Appelt, and must, at a minimum, contain the following:

- Identification of CONSULTANT, including name, address and telephone number;
- Proposed working relationship between CONSULTANT and subcontractors, if applicable;
- Acknowledgment of receipt of all RFP addenda, if any;
- Name, title, address, email address, and telephone number of CONSULTANT's contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- Signature of a person authorized to bind CONSULTANT to the terms of the proposal.
- Identification of proposed sub-consultants, including legal company name, and contact person's name, address, phone number. Working relationship between CONSULTANT and subcontractors, if applicable.

3. Qualifications, Related Experience and References

This section of the proposal should establish the ability of CONSULTANT to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; professional and educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. CONSULTANT shall:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- b. Provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede CONSULTANT's ability to complete the PROJECT;

- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this PROJECT;
- d. Identify sub-consultants by company name, address, contact person, telephone number, and PROJECT function and describe CONSULTANT's experience working with each sub-consultant; and
- e. Provide, at a minimum, three references from the projects cited as related experience; reference shall furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. CONSULTANT may also supply references from other work not cited in this section as related experience.

4. Proposed Staffing and PROJECT Organization

This section of the proposal should establish the qualifications and involvement of the proposed PROJECT staff. CONSULTANT shall:

- a. Provide education, experience and applicable professional credentials of proposed PROJECT staff.
- b. Furnish brief resumes, not more than two (2) pages, and a minimum of three (3) references, for the proposed Field Inspector and not more than one (1) page, and a minimum of three (3) references, for all other key personnel.
- c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work.
- d. Include a PROJECT organization chart which clearly delineates communication/reporting relationships among the PROJECT staff.
- e. Provide education, experience, and applicable professional credentials of proposed subcontractors.
- f. Include a statement that key personnel will be available to the extent proposed for the duration of the PROJECT acknowledging that no person designated as "key" to the PROJECT shall be removed or replaced without the prior written concurrence of the CITY.

5. Work Plan

CONSULTANT shall provide a narrative which addresses the Scope of Work and shows CONSULTANT's understanding of the CITY's needs and requirements. CONSULTANT shall:

- a. Describe the approach to completing the tasks specified in the Scope of Work.
- b. Provide an example of a typical daily construction report used by firm.
- c. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- d. Furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.
- e. Provide a resource estimate of labor resources, utilizing a table projecting the labor-hour allocation to the PROJECT by individual task.

- f. Identify methods that CONSULTANT will use to ensure quality control as well as **budget and schedule control for the PROJECT**.

CONSULTANT may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the PROJECT.

6. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP. Where CONSULTANT wishes to propose alternative approaches to meeting the CITY's technical requirements, these should be thoroughly explained. The CITY reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. CONSULTANT shall be bound to accept all RFP requirements and terms and conditions of the Form of Agreement.

7. Time Extensions

There will be no time extensions for routine delays in PROJECT development design, plan check, or permit processing. These must be anticipated in your fee. Time extensions will **only** be authorized in writing as a change order to the contract when due to **major** changes in Scope of Services, unavailability of essential information or delays by others.

8. Alternative Work Schedule

The CONSULTANT should discuss the PROJECT schedule and the ability to meet or exceed the milestones given. In the event it is determined that there are **major** deficiencies in the work schedule or that the work can be accomplished in less time, an alternative work schedule may be submitted along with an appropriate explanation in the Schedule Section of the proposal. CITY is under no obligation to consider such an alternative schedule.

9. Fee Proposal

Cost proposals are requested from all CONSULTANTS submitting proposals. After ranking of the CONSULTANTS by qualifications, the CITY will review the cost proposal and begin the negotiations with the most qualified CONSULTANT. If agreement cannot be reached, then negotiations proceed to the next most qualified CONSULTANT. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the CITY.

Items typically negotiated include:

- Work plan
- Schedule and deadlines
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned
- Cost items, payments, and fees

10. Appendices

Information considered by CONSULTANT to be pertinent to this PROJECT and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. CONSULTANTS are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

11. Insurance

The CONSULTANT shall submit evidence of ability to provide insurance in the amounts and with coverages as required pursuant to Section 3.2.10 et seq. in the Form of Agreement in Section VII.

12. Licensing And Certification Requirements

By submitting a proposal, CONSULTANT warrants that any and all licenses and/or certifications required by law, statute, code or ordinance* in performing under the scope and specifications of this RFP are currently held by CONSULTANT, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in CONSULTANT's proposal.

Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.

** The successful CONSULTANT(s) and its sub-consultants are each required to obtain a CITY Business License prior to award of Agreement. The Business License is not required for submission of a proposal.*

13. Non-Collusion Declaration/Required Forms

CONSULTANT shall complete and sign the "Non-Collusion Declaration", the "Acknowledgement of the Terms and Conditions of the City of Corona Professional Services Agreement", and the Industrial Safety Record on the following pages and submit with proposal. **The Non-Collusion Declaration shall be notarized.**

14. Safety Requirements/Violations

Safety at the Project sites during performance of the work is of paramount concern to the City. Accordingly, consultants must not have committed any serious or willful violations of federal or state OSHA regulations within the last five (5) years. CONSULTANTS must identify the number of OSHA violations on the INDUSTRIAL SAFETY RECORD form. Any serious or willful violation will render a proposal as non-responsive. We strongly encourage full disclosure since failure to identify all violations on the INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the CONSULTANT as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the CONSULTANT, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not

considered closed or final. Failure to be forthcoming with this information may result in rejection of the proposal as non-responsive.

15. SB 854 Requirements

- a. Pursuant to SB 854, which amended the Prevailing Wage Laws, this contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no consultant or subconsultant may be listed on a proposal for this contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subcontractor may be awarded this contract unless registered with the DIR pursuant to Labor Code section 1725.5.
- b. **The DIR registration number for each consultant and subconsultant, if approved in advance by City, must be identified on CONSULTANT's proposal** - failure to identify this number could result in the proposal being rejected as non-responsive. It is each consultant's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

PARTY SUBMITTING PROPOSAL: _____

NON-COLLUSION DECLARATION

This declaration shall be fully executed by Consultant, notarized, and submitted with Proposal

The undersigned declares:

I am the _____, [title] of _____
_____[proposer], the party making the forgoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS
OF THE CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented and without exception, for the City's RFP No. 17-052CA.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Consultant's Proposal)

Number of OSHA Violations within the last 5 years (must state zero if none):

___ Serious ___ Willful ___ Repeat ___ Other ___ Unclass ___ Total

Firm Name (Print)

Signature

Name and Title (Print)

Date

SECTION VI.

PRICE FORM

(To be submitted in a sealed envelope separate from proposal documents and marked "Price Form")

REQUEST FOR PROPOSALS: RFP No. 17-052CA

DESCRIPTION OF WORK: Construction Management and Inspection Services for the Resin Treatment of Nitrate Sources Ion Exchange Treatment Plant Project

CONSULTANT'S NAME/ADDRESS: _____

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE _____

Please provide the following in a separate, sealed envelope:

1. A copy of CONSULTANT's hourly rate schedule and an hourly cost breakdown by task.
2. A total "Maximum Not-to-Exceed" fee for each task for all services to be rendered and all materials to be furnished.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Please indicate any elements of the Scope of Work which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

Are you on the list of ineligible bidders or have you been or are you on any federal or state list of debarred or suspended bidders? Yes / No (circle one).

This offer shall remain firm for 120 days from RFP close date.

The terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, CONSULTANT warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the CITY may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____ Email: _____

DIR Registration No.: _____

IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S) BELOW:

**SECTION VII.
FORM OF AGREEMENT**

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
(CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES -
RESIN TREATMENT OF NITRATE SOURCES WELLS 32 & 33 EQUIPPING PROJECT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], 2017 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Construction Management and Inspection** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Resin Treatment of Nitrate Sources Wells 32 & 33 Equipping Project** ("Project") as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Construction Management and Inspection** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: *****INSERT NAMES*****.

3.2.5 City's Representative. The City hereby designates **Tom Moody, Assistant General Manager**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his designee.

3.2.6 Consultant's Representative. Consultant hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner

acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial

General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available, Consultant shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Consultant; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Consultant's failure to either obtain an endorsement providing thirty (30) days' prior written notice of cancellation or to forward the City any notice of cancellation issue to Consultant shall be considered breach of contract.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all

times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("Total Compensation"), without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants

shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody, Assistant General Manager
Department of Water & Power

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to

the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence [of either or both of the CUA Management Agreements](#). Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor

has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.6.18 State Provisions. When funding for the Services is provided, in whole or in part, by an agency of the state government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (State Requirements) attached hereto and incorporated herein by reference ("State Requirements"). With respect to any conflict between such State Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT**

WITH [*INSERT NAME***]
(CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES -
RESIN TREATMENT OF NITRATE SOURCES WELLS 32 & 33 EQUIPPING PROJECT)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
(CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES -
RESIN TREATMENT OF NITRATE SOURCES WELLS 32 & 33 EQUIPPING PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

EXHIBIT "A"
SCOPE OF SERVICES

*****INSERT SCOPE*****

EXHIBIT "B"
SCHEDULE OF SERVICES

[*INSERT SCHEDULE***]**

EXHIBIT "C"
COMPENSATION

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]**

EXHIBIT "D"
STATE REQUIREMENTS

The Work is to be funded in full or part with monies obtained by the City pursuant to the Proposition 50 Public Agency Grant Funding Agreement No. 50144B02, entered into between the City and the California State Water Resources Control Board on or about November 18, 2014 and amended as of March 9, 2015 ("Grant Agreement"). Consultant and all subconsultants shall comply with all applicable federal and state laws, rules, regulations and permits, including but not limited to the requirements of the Grant Agreement and Amendment A-1.

[GRANT AGREEMENT AND AMENDMENT A-1 ON FOLLOWING PAGES]